

**PATENTS ONLY**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT(S) : Masami MIZU, et al.  
FOR : **IMMUNOSTIMULATING AGENTS  
(as amended)**  
SERIAL NO. : 10/557,108  
FILED : November 14, 2005  
INFORMALITIES OFFICER : Winston M. Alvarado  
ART UNIT : Unknown  
CONFIRMATION NO. : 5464  
ATTORNEY DOCKET NO. : TSUZ 2 00025

**ASSIGNMENT RECORDATION FORM COVER SHEET**

U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

1. Name of Conveying Party(ies): **Masami MIZU** Execution Date(s): **November 2, 2005**
2. Name and address of Receiving Party(ies):

**Mitsui Sugar Co., Ltd.  
2-8-2, Nihonbashihoncho  
Chuo-ku Tokyo 103-8423  
JAPAN**

## ASSIGNMENT RECORDATION, continued

3. Nature of conveyance:



Assignment



Change of Name



Security Agreement



Merger



Other:

4. Application or patent number(s):



This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/557,108 filed November 14, 2005

N/A

5. Address to whom correspondence concerning document should be mailed:

CUSTOMER NUMBER 027885

Fay, Sharpe, LLP

1100 Superior Avenue

Seventh Floor

Cleveland, OH 44114-2579

Phone Number: 216-861-5582

Fax Number: 216-241-1666

Email Address: [jmoldovanyi@faysharpe.com](mailto:jmoldovanyi@faysharpe.com)

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00



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01/17/2007 MKAYPAGH 00000023 10557108

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8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
9. Total number of pages including cover sheet, attachments, and documents enclosed: Four (4)

Respectfully submitted,

FAY, SHARPE, LLP

January 9, 2007  
Date

  
Jay F. Moldovanyi, Reg. No. 29,678  
1100 Superior Avenue  
Seventh Floor  
Cleveland, OH 44114-2579  
216-861-5582

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I hereby certify that this correspondence (and any item referred to herein as being attached or enclosed) is (are) being	
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Express Mail Label No.:	Signature: 
Date: January <u>10</u> , 2007	Name: Theresa L. Lucas

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned,

Masami MIZU

who has/have created a certain invention for which an application for United States Letters Patent has been

[ ] executed concurrently herewith  
[ ] executed on \_\_\_\_\_  
[ x ] filed 13 May 2004; Serial No. PCT/JP2004/006793

and is entitled

**IMMUNOSTIMULATING AGENTS**

Do hereby sell, assign and transfer to Mitsui Sugar Co., Ltd., a corporation of the State/Country of Japan having a place of business at 2-8-2, Nihonbashihoncho, Chuo-ku, Tokyo 103-8423, Japan its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties;

Agree that Mitsui Sugar Co., Ltd., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assigned, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature(s) on the date(s) indicated below.

Masami MIZU  
Name: Masami MIZU  
Date: 2 November 2005

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1.	Name of Conveying Party(ies):	Execution Date(s):
	<b>Kazuo SAKURAI</b>	<b>November 2, 2005</b>
	<b>Munenori NUMATA</b>	<b>November 2, 2005</b>
	<b>Seiji SHINKAI</b>	<b>November 2, 2005</b>
	<b>Kazuya KOUMOTO</b>	<b>November 2, 2005</b>
	<b>Takahiro MATSUMOTO</b>	<b>November 2, 2005</b>

2. Name and address of Receiving Party(ies):

**Japan Science and Technology Agency  
4-1-8, Hon-cho, Kawaguchi-shi  
Saitama 332-0012  
JAPAN**

## ASSIGNMENT RECORDATION, continued

3. Nature of conveyance:

- |                                     |                    |                          |                |
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| <input type="checkbox"/>            | Other:             |                          |                |

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## ASSIGNMENT RECORDATION, continued

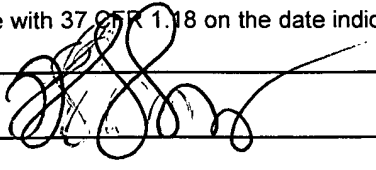
8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
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FAY, SHARPE, LLP

January 9, 2007

  
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1100 Superior Avenue  
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Express Mail Label No.:	Signature: 
Date: January <u>10</u> , 2007	Name: Theresa L. Lucas

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned,

Seiji SHINKAI, Kazuo SAKURAI, Kazuya KOUMOTO, Munenori NUMATA and Takahiro MATSUMOTO

who has/have created a certain invention for which an application for United States Letters Patent has been

[ ] executed concurrently herewith  
[ ] executed on \_\_\_\_\_  
[ x ] filed 13 May 2004; Serial No. PCT/JP2004/006793

and is entitled

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Do hereby sell, assign and transfer to Japan Science and Technology Agency, a corporation of the State/Country of Japan having a place of business at 4-1-8, Hon-cho, Kawaguchi-shi, Saitama 332-0012, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties;

Agree that Japan Science and Technology Agency, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assigned, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature(s) on the date(s) indicated below.

Kazuo Sakurai  
Name: Kazuo SAKURAI  
Date 2 November 2005

Seiji Shinkai  
Name: Seiji SHINKAI  
Date 2 November, 2005

Munenori Numata  
Name: Munenori NUMATA  
Date 2 November 2005

Kazuya Koumoto  
Name: Kazuya KOUMOTO  
Date 2 November 2005

Takahiro Matsumoto  
Name: Takahiro MATSUMOTO  
Date 2 November 2005